

RECEIPT # 66588  
 AMOUNT \$ 257  
 SUMMONS ISSUED ✓  
 LOCAL RULE 4.1 ✓  
 WAIVER FORM ✓  
 MCF ISSUED ✓  
 BY DPT. CLK. ✓  
 DATE 8/27/05

UNITED STATES DISTRICT COURT  
 DISTRICT OF MASSACHUSETTS

BAHIG F. BISHAY,  
 Claimant  
 v.

American Arbitration Association  
 Case No. 11 115 Y 01777 03

AMERICAN ARBITRATION ASSOCIATION,  
 Dispute Resolution Service Worldwide;

and

BRIGHTON AVENUE ASSOCIATES, LLC.,  
 Respondent

**05-cv-11771-NMG**

MAGISTRATE JUDGE Collins

**APPLICATION - COMPLAINT PURSUANT TO  
 U.S. ARBITRATION ACT - TITLE 9**

INTRODUCTION & PARTIES

SCANNED

DATE: 8/30/05

BY: Fay

1. This application-complaint (hereafter the "Application") arises out of recent arbitrators' awards (hereafter the "Awards") delivered to Claimant Bahig F. Bishay (hereafter "Bishay") with a residence at 163 Blue Hill Drive, Westwood, Massachusetts. Said Awards, and particularly the so-called Final Awards (hereafter the "Final Awards"), were delivered to Bishay in June 2005 by the American Arbitration Association's personnel (hereafter "AAA"), with a Northeast Case Management Center located at 950 Warren Avenue, E. Providence, Rhode Island, and with headquarters located at 335 Madison Avenue, New York City, New York. Based on the foregoing diversity, Claimant Bishay believes this is the proper venue to file this Application.

2. Pursuant to the U.S. Arbitration Act Title 9, U.S.C. Section 10(a)(1), which states as follows:

*In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the application of any party to the arbitration ... where the award was procured by corruption, fraud, or undue means" (emphasis added)*



Claimant Bishay submits that one or more of the Awards delivered by AAA, and annexed hereto, was/were procured by corruption, fraud or undue means, as evident by one or more Award[s] not executed by the designated Arbitrators, namely: Carla S. Cox, who also served as the Chairperson during the subject arbitration proceedings; Charles J. Speleotis; and Paul Peter Nicolai.

3. Based on the evidence of apparent tampering, corruption, fraud and undue means, which are illustrated by offering herein what appears to be Cox's authentic signature affixed to her Ruling on Claimant's Request for Clarification of Discovery Scheduling Order dated August 23, 2004, which is annexed hereto as Exhibit A; what appears to be Cox's authentic signature affixed to her Interim Award dated January 12, 2005, which is annexed hereto as Exhibit B; what appears to be her authentic signature affixed to her Ruling on Respondent's Motion to Stay Implementation of Interim Award dated March 16, 2005, which is annexed hereto as Exhibit C; what appears to be her authentic signature affixed to her Ruling on Claimant's Motion for Clarification of Interim Award dated March 16, 2005, which is annexed hereto as Exhibit D; what appears to be her authentic signature affixed to her Ruling on Respondent's Motion to Postpone Hearing on the Paragraph 22 Claim dated March 16, 2005, which is annexed hereto as Exhibit E; and what after recent examination is determined to be a different handwriting of a signature affixed to what AAA's Case Manager Paula C. Dubois purported to be Cox's Final Award dated June 16, 2005, annexed hereto as Exhibit F – the stark disparity between Cox's apparently authentic signatures reflected in Exhibits: A, B, C, D and E, on one hand, and the signature purported by Dubois to be Cox's signature, which appears in Exhibit F herein, on the other hand -- noting that Exhibit F represents the most significant Award in the case, which Bishay expected would exceed \$5.0 million in cash assessed against the Respondent – now begs the inescapable conclusion that Cox's purported signature affixed to the Final Award dated June



16, 2005, reflected in Exhibit F herein, is indeed not Cox's signature; and Exhibit F is accordingly presumed not to be Cox's Final Award. Bishay, therefore, submits that corruption, fraud and undue means have adequately been established herein, with the full meaning intended in the U.S. Arbitration Act Title 9, U.S.C. Section 10(a)(1).

4. Based on the foregoing, this Court ought not permit AAA, or the Respondent, for that matter, any wiggle room as to whether a single or multiple event[s] of corruption, fraud and/or undue means has/have already been unearthed as of this date, to satisfy Bishay's obligations pursuant to U.S.C Section 10(a)(1) in connection with the subject arbitration proceedings -- as Bishay expects the Respondent might seek in an attempt to exonerate AAA's Case Manager Paula C. Dubois from such acts -- which this Court ought not distinguish from common-law fraud, corruption and undue means intended to deprive Bishay from receiving more than \$5.0 million -- because each Arbitrator in this case was aware and willingly accepted the duty of executing his/her respective Award, individually, as confirmed by the clear and unambiguous language, specifically appearing above each Arbitrator's signature, as follows:

*"I, Carla S. Cox, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award";*

*"I, Charles J. Speleotis, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award"; and*

*"I, Paul Peter Nicolai, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award."*  
[Emphasis added]

#### RELEVANT FACTS

5. On January 12, 2001, Claimant Bishay entered into an agreement with Respondent Brighton Avenue Associates, LLC., (hereafter "BAA") and its owners: Harold Brown, Enrique Darer and Carl Valeri (hereafter the "Agreement"). Said Agreement contained certain formula



which allowed Bishay to own up to 25% of BAA, and also obligated BAA and its owners to pay Bishay another \$5.0 million in cash upon securing permits to build either 200+ housing units, or an additional 190,000 square feet of commercial space on top of approximately 60,000 square feet of existing retail space at the site known as 1095 Commonwealth Avenue, Boston.

6. Despite certain prerequisites met by Bishay, BAA refused to allow Bishay to own any interest in BAA. Moreover, and instead of proceeding with the required diligence to secure the permits and pay Bishay another \$5.0 million in cash, BAA devoted its efforts and resources to fight Bishay every step of the way, and self-induced superficial obstacles to avoid securing the required permits and pay Bishay \$5.0 million in cash.

7. Because the Agreement required the parties to resolve such disputes through the American Arbitration Association (hereafter “AAA”), in August 2003, Bishay paid AAA the initial \$10,000 administrative fee; submitted his request for arbitration; and paid AAA half of its Arbitrators’ fees through June, 2005, as required by the Agreement.

8. In 2004, both Bishay and BAA agreed that a panel of three arbitrators would sit-in to review the evidence, hear testimony, and return three separate awards. The first Award dealt with Bishay’s equity in BAA of up to 25%, and is entitled the “*Interim Award*”, and the second Award dealt with BAA’s obligations to pay Bishay \$5.0 million in cash, and is entitled the “*Final Award*”.

9. Based on the foregoing, Bishay now submits that one or more Award[s] delivered to him by AAA’s personnel was/were not the Awards[s] executed by the respective Arbitrator[s], and otherwise procured by corruption, fraud or undue means.

10. Despite the strong likelihood of this Court’s confirmation of corruption, fraud or undue means in connection with the procurement of the subject Awards, based on the evidence



presented herein, in the recent weeks, AAA and its Arbitrators refused to make available to Bishay true and accurate copies of the Arbitrators' notes taken during the proceedings; their individual analysis made during the same proceedings; copies of the actual individual Awards which each Arbitrator presumably signed and retained copy of same, which Bishay believes are not the same Awards delivered to Bishay by AAA's Case Manager Paula C. Dubois; and all written communications between AAA and the three Arbitrators – all of which were fully paid for by Bishay and BAA, and Bishay was indeed entitled to request pursuant to AAA's Rule 47, as reflected in Exhibit I mentioned in Paragraph 12 below.

11. While the most obvious bogus award is Cox's, Bishay expects that the same perpetrator who prepared and signed Cox's Final Award also prepared and signed either Speleotis' Award or Nicolai's Award, or both, which re annexed hereto as Exhibits G and H.

12. While Bishay believes that the unearthing of one event of corruption, fraud or undue means is more than adequate proof to vacate the Awards in this case pursuant to U.S.C. Section 10(a)(1) of U.S. Arbitration Act Title 9 -- should this Court, however, deem it appropriate to further investigate one or more Award[s] in the same case, Bishay respectfully requests this Court to direct AAA and its three Arbitrators to deliver to him the specific material Bishay already requested from AAA and its three Arbitrators by four letters dated July 21, 2005 and July 22, 2005, copies of which are annexed hereto as Exhibits: I, J, K and L.

#### PRAYER FOR RELIEF

WHEREFORE, Bishay expects that this Court will not tolerate the existence of a single act of corruption, fraud and undue means in this case, and therefore requests the Court to issue an order after hearing, granting the following relief:

- a. Vacate the Interim & Final Awards in this case;



- b. Direct AAA to refund Bishay's share of fees paid to date, his attorney's fees and out of pocket costs incurred in connection with the AAA proceedings;
- c. Schedule either a bench or a jury trial before this Court, to resolve the subject contract dispute originally assigned to AAA; and
- d. Grant any other relief this Court deems just and/or appropriate.

Respectfully submitted

Bahig F. Bishay,  
Pro se


Dated this 26~~th~~ day of August, 2005



Bahig F. Bishay  
163 Blue Hill Drive  
Westwood, MA 02090  
Phone: 781.326.3310  
Fax: 781.326.6690

VERIFICATION

I, Bahig F. Bishay, hereby depose and say that: I am the Claimant in the above captioned matter. I reside at 163 Blue Hill Drive, Westwood, Massachusetts 02090. I have read the foregoing Application, and am familiar with the details of the issues raised herein. The information submitted above is true, to the best of my knowledge, except as to matters herein stated to be alleged upon information and belief, reasonable presumptions, and/or conclusions.



Bahig Bishay



CERTIFICATE OF SERVICE

I hereby certify that I caused true and accurate copies of this document together with all attached exhibits and summons to be served upon AAA and BAA by depositing same into the hands of United States marshal, and by Priory Mail to Arbitrators Cox, Speleotis and Nicolai, this day 26<sup>th</sup> August, 2005.

A handwritten signature in black ink, appearing to read 'Bahig Bishay', is written over a horizontal line.

Bahig Bishay



# **EXHIBIT-A**



08/23/2004 11:02

HCM, PC

002

AMERICAN ARBITRATION ASSOCIATION  
Arbitration Tribunal

\_\_\_\_\_  
In the Matter of the Arbitration between )

Bahig Bishay )

Claimant )

Brighton Avenue Associates, LLC, Harold Brown, )

Enrique Darer and Carl Valeri )

\_\_\_\_\_  
Respondents )

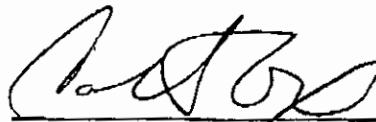
Re: 11 Y 115 01777 03

**RULING ON CLAIMANT'S  
REQUEST FOR CLARIFICATION  
OF DISCOVERY SCHEDULING  
ORDER**

We, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into between the above-named parties dated January 12, 2001, (the "P&S") and having been duly sworn, and having considered the parties' various electronic communications to the case administrator dated August 17, 2004, rule as follows:

1. The Discovery Scheduling Order dated June 10, 2004, resulted from a preliminary hearing conducted by telephone on June 7, 2004, at which all parties were present through their counsel, and during which all counsel discussed all discovery deadlines, and each counsel was free to object to any particular dates and suggest alternative deadlines.
2. Inasmuch as the Discovery Scheduling Order was the result of the agreements reached by all counsel during the preliminary telephonic conference, and there has been no showing by the Claimant that the discovery schedule as established by the Discovery Scheduling Order is unfair, prejudicial or otherwise objectionable, it shall stand as issued: "All Responses and objections to Requests for Production of Documents shall be submitted no later than October 15, 2004."

Dated: August 23, 2004



Carla S. Cox  
Panel Chair, for the panel



# **EXHIBIT-B**



**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

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In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay

("Claimant")

and

Brighton Avenue Associates, LLC

("Respondent")

---

**INTERIM AWARD OF ARBITRATORS ON CLAIM UNDER PARAGRAPH 20 OF  
THE PARTIES' CONTRACT**

We, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into between the above-named parties dated January 12, 2001, ("P&S") and having been duly sworn, and having considered the evidence adduced by the parties at the hearings on the Claimant's claim under Paragraph 20 of the P&S, and having duly deliberated, hereby Find and Award as follows:

Findings

1. Respondent failed to use its "best efforts to enter into leases . . . (with) third party tenants no later than December 1, 2001" as required by Paragraph 20 of the P&S.
2. Had Respondent used its best efforts to enter into leases with third party tenants as provided in the P&S, it would have entered into one or more leases generating rent payments in or before December, 2001.
3. The terms of the "Winvest lease" actually entered into by the Respondent for the Premises provide the appropriate basis upon which to calculate the amount of Claimant's equity ownership in the Respondent.
4. There shall be no adjustment in the calculation for the cost of the improvements made by Winvest.
5. Using the mathematical formula set forth in Paragraph 20 of the P&S applied to the rent figures from the Winvest Lease, Claimant is entitled to 2.8% ownership interest in the Respondent, commencing on January 1, 2002, calculated as follows:

Gross rent (57,156 SF x \$18.25)	\$1,043,097.00
Less:	
2% vacancy	20,861.00
3% management	31,292.91
\$.1 psf capital reserve	5,715.00
Brokerage \$401,780 / 20yrs	20,089.00
Net rent	\$ 965,139.09



In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay

("Claimant")

and

Brighton Avenue Associates, LLC

("Respondent")

Annualized net rent;  $\$965,139.09 \times 10 = \$9,651,391.00$

9,380,000.00

$9,651,391.00 = 97.2\%$

$100\% \text{ less } 97.2\% = 2.8$

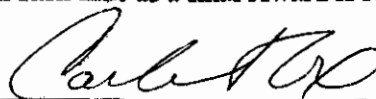
Award

1. Claimant is awarded a 2.8% interest as a Member of Respondent as of January 1, 2002.
2. Respondent shall pay to Claimant Fifty Three Thousand Eight Hundred Sixty Dollars and Zero Cents (\$53,860.00) as his share of the net distributions to members made in 2002 and 2003 (\$1,923,605.00 x 2.8%), plus interest at 12% per annum since August 5, 2003 until the date of payment.
3. Respondent shall pay to Claimant 2.8% of the net distributions to members for the year 2004 and subsequent years, at the same time and in the same manner as it pays all other members of Respondent.
4. The panel has not considered any matters outside of Paragraph 20 of the P&S.
5. The administrative fees of the American Arbitration Association ("the Association"), to date, totaling \$14,600.00 and the compensation and expenses of the arbitrators, to date totaling \$34,141.90 shall be borne by Respondent. Therefore, Respondent shall pay to Claimant the sum of \$35,020.00, representing its share of amounts previously advanced to the Association. Respondent shall also pay to the Association the sum of \$13,721.90, representing amounts still due the Association. These amounts reflect all payments made to date.
6. The above sums are to be paid on or before 45 days from the date of this Award.

This Award shall remain in full force and effect until such time as a final Award is rendered.

1-12-05

Date



Ms. Carla S. Cox

Date

Charles J. Spelcotis

Date

Paul Peter Nicolai



---

In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay

("Claimant")

and

Brighton Avenue Associates, LLC


("Respondent")

---

I, Carla S. Cox, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

1-12-05

Date



Ms. Carla S. Cox

I, Charles J. Speleotis, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles J. Speleotis

I, Paul Peter Nicolai, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Peter Nicolai



# **EXHIBIT-C**



AMERICAN ARBITRATION ASSOCIATION  
Arbitration Tribunal

\_\_\_\_\_  
In the Matter of the Arbitration between )  
Bahig Bishay )  
Brighton Avenue Associates, LLC )  
Respondent )


Re: 11 Y 115 01777 03

**RULING ON RESPONDENTS**  
**MOTION TO STAY**  
**IMPLEMENTATION OF**  
**INTERIM AWARD**

We, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into between the above-named parties dated January 12, 2001, (the "P&S") and having been duly sworn, and having considered the *Respondent's Motion to Stay Implementation of Interim Award* and having read and considered the Claimant's Response Memorandum, rule and ORDER as follows:

1. The Motion is denied.

Dated: March 16, 2005

  
\_\_\_\_\_  
Carla S. Cox, for the panel



# EXHIBIT-D



AMERICAN ARBITRATION ASSOCIATION  
Arbitration Tribunal

In the Matter of the Arbitration between )

Bahig Bishay )

Brighton Avenue Associates, LLC )

Respondent )

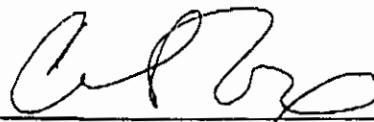
Re: 11 Y 115 01777 03

**RULING ON CLAIMANT'S**  
**MOTION FOR CLARIFICATION**  
**OF INTERIM AWARD**

We, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into between the above-named parties dated January 12, 2001, (the "P&S") and having been duly sworn, and having considered the *Claimant's Motion for Clarification of the Interim Award* and having read and considered the Respondent's Response Memorandum, rule and ORDER as follows:

1. The Motion is allowed, and the Interim Award is clarified as set forth herein.
2. The panel specifically finds that the Respondent did not violate M.G.L. chapter 93A.

Dated: March 16, 2005



Carla S. Cox, for the panel



# **EXHIBIT-E**



AMERICAN ARBITRATION ASSOCIATION  
Arbitration Tribunal

\_\_\_\_\_  
In the Matter of the Arbitration between )

Bahig Bishay )

Brighton Avenue Associates, LLC )

\_\_\_\_\_  
Respondent )

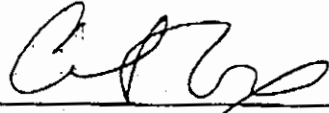
Re: 11 Y 115 01777 03

**RULING ON RESPONDENTS**  
**MOTION TO POSTPONE**  
**HEARINGS ON THE**  
**PARAGRAPH 22 CLAIM**

We, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into between the above-named parties dated January 12, 2001, (the "P&S") and having been duly sworn, and having considered the *Respondent's Motion to Postpone the Hearings on the Paragraph 22 Claim*, and having read and considered the Claimant's Response Memorandum, rule and ORDER as follows:

1. The Panel understands the thrusts of Claimant's claim under Paragraph 22 of the P&S to be (a) the Respondent has already breached its obligations to Claimant as set forth in that Paragraph, and (b) there is no credible basis upon which to conclude that, with a delay until January, the Respondent would reverse the alleged breach and make the Claimant whole.
2. Therefor, the panel is not persuaded that there is a good reason to postpone the hearings until after January, 2006, and the Motion is denied.

Dated: March 16, 2005

  
\_\_\_\_\_  
Carla S. Cox, for the panel



# **EXHIBIT-F**



**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

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In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay ("Claimant")

and

Brighton Avenue Associates, LLC (Respondent")

---

**FINAL AWARD OF ARBITRATORS**

WE, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into by the above-named parties and dated January 12, 2001, (the "Contract") and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and having previously rendered an Interim Award dated January 19, 2005, concerning the Claims under Paragraph 20 of the Contract, do hereby issue this FINAL AWARD concerning the Claims under Paragraph 22 of the Contract, as follows:

1. We find for the Respondent on all Claims under Paragraph 22.
2. The Interim Award dated January 19, 2005 is hereby incorporated into this Final Award of Arbitrators.
3. The administrative fees of the American Arbitration Association incurred after the Interim Award totaling \$750.00 and the compensation and expenses of the arbitrators incurred after the Interim Award totaling \$34,897.40 shall be borne equally and have been paid.
4. This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

This Award may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute together one and the same instrument.

6-16-05

Date

Carla S. Cox  
Carla S. Cox

          
Date

Charles J. Speleotis  
Charles J. Speleotis

          
Date

Paul Peter Nicolai  
Paul Peter Nicolai







# **EXHIBIT-G**



**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

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In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay	("Claimant")
and	
Brighton Avenue Associates, LLC	("Respondent")

---

**INTERIM AWARD OF ARBITRATORS ON CLAIM UNDER PARAGRAPH 20 OF  
THE PARTIES' CONTRACT**

We, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into between the above-named parties dated January 12, 2001, ("P&S") and having been duly sworn, and having considered the evidence adduced by the parties at the hearings on the Claimant's claim under Paragraph 20 of the P&S, and having duly deliberated, hereby Find and Award as follows:

Findings

1. Respondent failed to use its "best efforts to enter into leases . . . (with) third party tenants no later than December 1, 2001" as required by Paragraph 20 of the P&S.
2. Had Respondent used its best efforts to enter into leases with third party tenants as provided in the P&S, it would have entered into one or more leases generating rent payments in or before December, 2001.
3. The terms of the "Winvest lease" actually entered into by the Respondent for the Premises provide the appropriate basis upon which to calculate the amount of Claimant's equity ownership in the Respondent.
4. There shall be no adjustment in the calculation for the cost of the improvements made by Winvest.
5. Using the mathematical formula set forth in Paragraph 20 of the P&S applied to the rent figures from the Winvest Lease, Claimant is entitled to 2.8% ownership interest in the Respondent, commencing on January 1, 2002, calculated as follows:

Gross rent (57,156 SF x \$18.25)	\$1,043,097.00
Less:	
2% vacancy	20,861.00
3% management	31,292.91
\$.1 psf capital reserve	5,715.00
Brokerage \$401,780 / 20yrs	<u>20,089.00</u>
Net rent	\$ 965,139.09



In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay ("Claimant")  
and  
Brighton Avenue Associates, LLC ("Respondent")

Annualized net rent:  $\$965,139.09 \times 10 = \$9,651,391.00$

$\frac{9,380,000.00}{9,651,391.00} = 97.2\%$        $100\% \text{ less } 97.2\% = 2.8$

Award

1. Claimant is awarded a 2.8% interest as a Member of Respondent as of January 1, 2002.
2. Respondent shall pay to Claimant Fifty Three Thousand Eight Hundred Sixty Dollars and Zero Cents (\$53,860.00) as his share of the net distributions to members made in 2002 and 2003 (\$1,923,605.00 x 2.8%), plus interest at 12% per annum since August 5, 2003 until the date of payment.
3. Respondent shall pay to Claimant 2.8% of the net distributions to members for the year 2004 and subsequent years, at the same time and in the same manner as it pays all other members of Respondent.
4. The panel has not considered any matters outside of Paragraph 20 of the P&S.
5. The administrative fees of the American Arbitration Association ("the Association"), to date, totaling \$14,600.00 and the compensation and expenses of the arbitrators, to date totaling \$34,141.90 shall be borne by Respondent. Therefore, Respondent shall pay to Claimant the sum of \$35,020.00, representing its share of amounts previously advanced to the Association. Respondent shall also pay to the Association the sum of \$13,721.90, representing amounts still due the Association. These amounts reflect all payments made to date.
6. The above sums are to be paid on or before 45 days from the date of this Award.

This Award shall remain in full force and effect until such time as a final Award is rendered.

\_\_\_\_\_  
Date

Jan. 19, 2005  
Date

\_\_\_\_\_  
Ms. Carla S. Cox

Charles J. Speleotis  
Charles J. Speleotis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Peter Nicolai



---

In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay ("Claimant")  
and  
Brighton Avenue Associates, LLC ("Respondent")

---

I, Carla S. Cox, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Carla S. Cox

I, Charles J. Speleotis, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

Jan. 19, 2005  
Date

Charles J. Speleotis  
Charles J. Speleotis

I, Paul Peter Nicolai, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Peter Nicolai



**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay ("Claimant")

and

Brighton Avenue Associates, LLC (Respondent")

**FINAL AWARD OF ARBITRATORS**

WE, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into by the above-named parties and dated January 12, 2001, (the "Contract") and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and having previously rendered an Interim Award dated January 19, 2005, concerning the Claims under Paragraph 20 of the Contract, do hereby issue this FINAL AWARD concerning the Claims under Paragraph 22 of the Contract, as follows:

1. We find for the Respondent on all Claims under Paragraph 22.
2. The Interim Award dated January 19, 2005 is hereby incorporated into this Final Award of Arbitrators.
3. The administrative fees of the American Arbitration Association incurred after the Interim Award totaling \$750.00 and the compensation and expenses of the arbitrators incurred after the Interim Award totaling \$34,897.40 shall be borne equally and have been paid.
4. This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

This Award may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute together one and the same instrument.

\_\_\_\_\_  
Date

*June 19, 2005*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Carla S. Cox

*Charles J. Speleotis*  
\_\_\_\_\_  
Charles J. Speleotis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Peter Nicolai



---

In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay ("Claimant")

and

Brighton Avenue Associates, LLC (Respondent")

---

I, Carla S. Cox, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carla S. Cox

I, Charles J. Speleotis, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

June 17, 2005  
Date

Charles J. Speleotis  
Charles J. Speleotis

I, Paul Peter Nicolai, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Peter Nicolai



# EXHIBIT-H



**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay	("Claimant")
and	
Brighton Avenue Associates, LLC	("Respondent")

**INTERIM AWARD OF ARBITRATORS ON CLAIM UNDER PARAGRAPH 20 OF  
THE PARTIES' CONTRACT**

We, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into between the above-named parties dated January 12, 2001, ("P&S") and having been duly sworn, and having considered the evidence adduced by the parties at the hearings on the Claimant's claim under Paragraph 20 of the P&S, and having duly deliberated, hereby Find and Award as follows:

Findings

1. Respondent failed to use its "best efforts to enter into leases . . . (with) third party tenants no later than December 1, 2001" as required by Paragraph 20 of the P&S.
2. Had Respondent used its best efforts to enter into leases with third party tenants as provided in the P&S, it would have entered into one or more leases generating rent payments in or before December, 2001.
3. The terms of the "Winvest lease" actually entered into by the Respondent for the Premises provide the appropriate basis upon which to calculate the amount of Claimant's equity ownership in the Respondent.
4. There shall be no adjustment in the calculation for the cost of the improvements made by Winvest.
5. Using the mathematical formula set forth in Paragraph 20 of the P&S applied to the rent figures from the Winvest Lease, Claimant is entitled to 2.8% ownership interest in the Respondent, commencing on January 1, 2002, calculated as follows:

Gross rent (57,156 SF x \$18.25)	\$1,043,097.00
Less:	
2% vacancy	20,861.00
3% management	31,292.91
\$.1 psf capital reserve	5,715.00
Brokerage \$401,780 / 20yrs	<u>20,089.00</u>
Net rent	\$ 965,139.09



In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay ("Claimant")

and

Brighton Avenue Associates, LLC ("Respondent")

Annualized net rent:  $\$965,139.09 \times 10 = \$9,651,391.00$

9,380,000.00

$9,651,391.00 = 97.2\%$

$100\% \text{ less } 97.2\% = 2.8$

Award

1. Claimant is awarded a 2.8% interest as a Member of Respondent as of January 1, 2002.
2. Respondent shall pay to Claimant Fifty Three Thousand Eight Hundred Sixty Dollars and Zero Cents (\$53,860.00) as his share of the net distributions to members made in 2002 and 2003 ( $\$1,923,605.00 \times 2.8\%$ ), plus interest at 12% per annum since August 5, 2003 until the date of payment.
3. Respondent shall pay to Claimant 2.8% of the net distributions to members for the year 2004 and subsequent years, at the same time and in the same manner as it pays all other members of Respondent.
4. The panel has not considered any matters outside of Paragraph 20 of the P&S.
5. The administrative fees of the American Arbitration Association ("the Association"), to date, totaling \$14,600.00 and the compensation and expenses of the arbitrators, to date totaling \$34,141.90 shall be borne by Respondent. Therefore, Respondent shall pay to Claimant the sum of \$35,020.00, representing its share of amounts previously advanced to the Association. Respondent shall also pay to the Association the sum of \$13,721.90, representing amounts still due the Association. These amounts reflect all payments made to date.
6. The above sums are to be paid on or before 45 days from the date of this Award.

This Award shall remain in full force and effect until such time as a final Award is rendered.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Carla S. Cox

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles J. Speleotis

1/11/05  
Date

  
\_\_\_\_\_  
Paul Peter Nicolai



In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay ("Claimant")  
and  
Brighton Avenue Associates, LLC ("Respondent")

I, Carla S. Cox, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Carla S. Cox

I, Charles J. Speleotis, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles J. Speleotis

I, Paul Peter Nicolai, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

1/11/05  
Date

  
\_\_\_\_\_  
Paul Peter Nicolai



**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay ("Claimant")

and

Brighton Avenue Associates, LLC (Respondent")

**FINAL AWARD OF ARBITRATORS**

WE, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement entered into by the above-named parties and dated January 12, 2001, (the "Contract") and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and having previously rendered an Interim Award dated January 19, 2005, concerning the Claims under Paragraph 20 of the Contract, do hereby issue this FINAL AWARD concerning the Claims under Paragraph 22 of the Contract, as follows:

1. We find for the Respondent on all Claims under Paragraph 22.
2. The Interim Award dated January 19, 2005 is hereby incorporated into this Final Award of Arbitrators.
3. The administrative fees of the American Arbitration Association incurred after the Interim Award totaling \$750.00 and the compensation and expenses of the arbitrators incurred after the Interim Award totaling \$34,897.40 shall be borne equally and have been paid.
4. This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

This Award may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute together one and the same instrument.


\_\_\_\_\_  
Date

\_\_\_\_\_  
Carla S. Cox

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles J. Speleotis

6/16/05  
Date

  
Paul Peter Nicolai



In the Matter of the Arbitration between

Re: 11 115 Y 01777 03

Bahig Bishay	("Claimant")
and	
Brighton Avenue Associates, LLC	("Respondent")

I, Carla S. Cox, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carla S. Cox

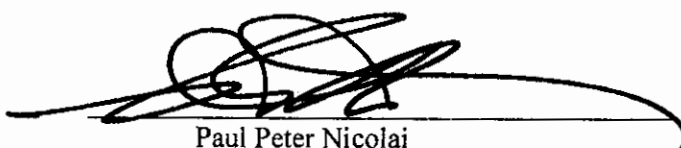
I, Charles J. Speleotis, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles J. Speleotis

I, Paul Peter Nicolai, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

6/16/05  
Date

  
Paul Peter Nicolai



# **EXHIBIT-I**



**Bahig F. Bishay**  
163 Blue Hill Drive  
Westwood, Massachusetts 02090  
Electronic Mail: BFBishay@Earthlink.net  
Facsimile: 781.326.6690  
Phone: 781.326.3310

VIA FACSIMILE & CERTIFIED MAIL

July 21, 2005

Ms. Karen Fontaine, Supervisor  
American Arbitration Association  
950 Warren Avenue,  
East Providence, RI 02914

Re: Case No. 11 115 Y01777 03

Dear Ms. Fontaine:

Pursuant to your letter dated this day, enclosed is my check in the sum of \$225.00. In the interest of efficiency, and to give you a head start in copying the entire Case-file, I am sending this letter via facsimile and also via Certified Mail.


During our conversation this morning, you indicated that pursuant to Rule 47, I was not entitled to receive copies of the entire file. With all due respect, however, I pointed out to you that Rule 47 could not be clearer; is totally unambiguous; and required no interpretation, either pursuant to Rule 53 upon which you mistakenly relied, or otherwise. Suffice it to say that Rule 47 states as follows:

*"The AAA shall, upon the written request of a party, furnish to the party, at the party's expense, certified copies of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration."*  
[Emphasis added]

Accordingly, and since there can be no doubt that the AAA is in possession of more than the documents exchanged between the parties, as you so confirmed this morning, and specifically documents relating to the engagement of the arbitrators and the communications between the AAA and the arbitrators relative to the above mentioned Case, that the AAA is unequivocally required by its own rule to make ALL material in its possession available to me, and without further delay, so long as such material relate to Case No. 11 115 Y 01777 03.

Unless you can cite specific authority to support your earlier statement that communications between the AAA and the arbitrators are somehow privileged, please make available for my pick up at your office the copies of the entire file as soon as possible. Thank you for your anticipated cooperation.

Sincerely,

  
Bahig F. Bishay



# EXHIBIT-J



**Bahig F. Bishay**

163 Blue Hill Drive  
Westwood, Massachusetts 02090  
Electronic Mail: BFBishay@Earthlink.net  
Facsimile: 781.326.6690  
Phone: 781.326.3310

~~DELIVERED VIA "RESTRICTED" US MAIL~~

**RESENT BY PRIORITY MAIL**

July 22, 2005

Carla S. Cox, Esq.  
Handly, Cox & Moorman, PC  
9 Abbott Street  
Beverly, Massachusetts 01915

Re: American Arbitration Association, Case No. 11 115 Y 01777 03

Dear Attorney Cox:

Reference is made to the above mentioned Case, where you served as Panel Member (hereafter "Arbitrator"). As Arbitrator, you were required to execute certain documents which included forms entitled Interim and Final Awards (hereafter "Interim Award" & "Final Award").

In said Interim Award and Final Award, the following statement appeared above the signature line:

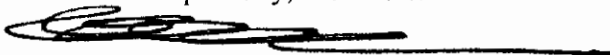
*"I, Carla S. Cox, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award."*

Pursuant to the foregoing, and in my capacity as the Claimant, I hereby request that you examine the attached form entitled *Interim Award of Arbitrator on Claim Under Paragraph 20 of the Parties' Contract*, which contains your purported signature next to your purported hand-writing -- *January 12, 2005*; as well as the attached form entitled *Final Award of Arbitrators*, which contains your purported signature next to your purported hand-writing -- *June 16, 2005*.

Please confirm, with certainty, whether you in fact executed either one of these forms referred to herein as Interim Award and Final Award. Separately, and regardless of your answer to this question, please forward to the undersigned: (a) accurate copies of the Interim Award and Final Award that you know you in fact executed; (b) copies of all your notes, your analysis and your formal or informal decision/opinion which you would've individually authored during the normal course of proceedings in this Case, and for which you would've been fully compensated.

Thank you for your anticipated cooperation, and please feel free to also forward to the undersigned your bill for the time and expenses relating to this time-sensitive request.

Respectfully, I remain ...



Bahig F. Bishay



# EXHIBIT-K





**Bahig F. Bishay**  
163 Blue Hill Drive  
Westwood, Massachusetts 02090  
Electronic Mail: BFBishay@Earthlink.net  
Facsimile: 781.326.6690  
Phone: 781.326.3310

DELIVERED VIA "RESTRICTED" US MAIL

July 22, 2005

Charles J. Speleotis, Esq.  
20 America Way  
Salem, Massachusetts 01970-6653

Re: American Arbitration Association, Case No. 11 115 Y 01777 03

Dear Attorney Speleotis:

Reference is made to the above mentioned Case, where you served as Panel Member (hereafter "Arbitrator"). As Arbitrator, you were required to execute certain documents which included forms entitled Interim and Final Awards (hereafter "Interim Award" & "Final Award").

In said Interim Award and Final Award, the following statement appeared above the signature line:

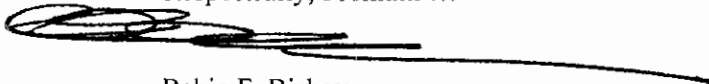
*"I, Charles J. Speleotis, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award."*

Pursuant to the foregoing, and in my capacity as the Claimant, I hereby request that you examine the attached form entitled *Interim Award of Arbitrator on Claim Under Paragraph 20 of the Parties' Contract*, which contains your purported signature next to your purported hand-writing -- *January 19, 2005*; as well as the attached form entitled *Final Award of Arbitrators*, which contains your purported signature next to your purported hand-writing -- *June 17, 2005*.

Please confirm, with certainty, whether you in fact executed either one of these forms referred to herein as Interim Award and Final Award. Separately, and regardless of your answer to this question, please forward to the undersigned: (a) accurate copies of the Interim Award and Final Award that you know you in fact executed; (b) copies of all your notes, your analysis and your formal or informal decision/opinion which you would've individually authored during the normal course of proceedings in this Case, and for which you would've been fully compensated.

Thank you for your anticipated cooperation, and please feel free to also forward to the undersigned your bill for the time and expenses relating to this time-sensitive request.

Respectfully, I remain ...



Bahig F. Bishay



# **EXHIBIT-L**



**Bahig F. Bishay**  
163 Blue Hill Drive  
Westwood, Massachusetts 02090  
Electronic Mail: BFBishay@Earthlink.net  
Facsimile: 781.326.6690  
Phone: 781.326.3310

DELIVERED VIA "RESTRICTED" US MAIL

**RESENT BY PRIORITY MAIL**

July 22, 2005

Paul Peter Nicolai, Esq.  
Nicolai Law Group, P.C.  
146 Chestnut Street  
Springfield, Massachusetts 01103

Re: American Arbitration Association, Case No. 11 115 Y 01777 03

Dear Attorney Nicolai:

Reference is made to the above mentioned Case, where you served as Panel Member (hereafter "Arbitrator"). As Arbitrator, you were required to execute certain documents which included forms entitled Interim and Final Awards (hereafter "Interim Award" & "Final Award").

In said Interim Award and Final Award, the following statement appeared above the signature line:

*"I, Paul Peter Nicolai, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award."*

Pursuant to the foregoing, and in my capacity as the Claimant, I hereby request that you examine the attached form entitled *Interim Award of Arbitrator on Claim Under Paragraph 20 of the Parties' Contract*, which contains your purported signature next to your purported hand-writing -- *January 11, 2005*; as well as the attached form entitled *Final Award of Arbitrators*, which contains your purported signature next to your purported hand-writing -- *June 16, 2005*.

Please confirm, with certainty, whether you in fact executed either one of these forms referred to herein as Interim Award and Final Award. Separately, and regardless of your answer to this question, please forward to the undersigned: (a) accurate copies of the Interim Award and Final Award that you know you in fact executed; (b) copies of all your notes, your analysis and your formal or informal decision/opinion which you would've individually authored during the normal course of proceedings in this Case, and for which you would've been fully compensated.

Thank you for your anticipated cooperation, and please feel free to also forward to the undersigned your bill for the time and expenses relating to this time-sensitive request.

Respectfully, I remain ...

  
Bahig F. Bishay



JS 44 (Rev. 11/04)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

BAHIG F. BISHAY, PRO SE

(b) County of Residence of First Listed Plaintiff NORFOLK, MA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

## DEFENDANTS

AMERICAN ARBITRATION ASSOCIATION, AND  
BRIGHTON AVENUE ASSOCIATES, LLC.  
County of Residence of First Listed Defendant NY COUNTY N.Y.  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

05 CV 11771 NMG

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☐ 1 Incorporated or Principal Place of Business In This State ☒ 4 ☐ 4
- Citizen of Another State ☐ 2 ☒ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☒ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIV/W (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

U.S. ARBITRATION ACT TITLE 9, U.S.C. SECTION 10(a)(1)

Brief description of cause:

TO VACATE AN ARBITRATION AWARD PROCURED THROUGH CORRUPTION, FRAUD

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23DEMAND \$ 10,000+CHECK YES only if demanded in complaint: AND UNDE MEANS.  
JURY DEMAND: ☐ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

CLAIMANT/PLAINTIFF

8/26/05

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS1. Title of case (name of first party on each side only) BAHIG F. BISHAY V. AMERICAN ARBITRATION ASSOC.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 410, 470, 535, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, \*Also complete AO 120 or AO 121 for patent, trademark or copyright cases
- ☒ III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 480, 490, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

005 CV 11771 NMG

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES ☐ NO ☒

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES ☐ NO ☒

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES ☐ NO ☐

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES ☐ NO ☒7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).YES ☐ NO ☒A. If yes, in which division do all of the non-governmental parties reside?Eastern Division ☐ Central Division ☐ Western Division ☐

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division ☒ Central Division ☐ Western Division ☐

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES ☐ NO ☒

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME CLAIMANT/PLAINTIFF: BAHIG F. BISHAY, PRO SE

ADDRESS 163 BLUE HILL DR., WESTWOOD, MA 02090

TELEPHONE NO. 781.326.3310